

**AMENDMENT TO  
INTERCONNECTION AGREEMENT**

**by and between**

**WISCONSIN BELL, INC. dba AMERITECH WISCONSIN**

**AND**

**NEW EDGE NETWORKS, INC. dba  
NEW EDGE NETWORKS**

The Interconnection Agreement ("the Agreement") by and between Wisconsin Bell, Inc. dba Ameritech Wisconsin ("SBC") and New Edge Networks, Inc. dba New Edge Networks ("CLEC") for the state of Wisconsin is hereby amended as follows:

**1.0 AMENDMENTS TO THE AGREEMENT**

**1.1 Section 4.1.2 of Appendix DSL to the Agreement is hereby replaced and superseded with the following language:**

4.1.2 IDSL Loop: An IDSL Loop for purposes of this Section is a 2-Wire Digital Loop transmission facility which supports IDSL services. The terms and conditions for the 2-Wire Digital Loop are set forth in the Appendix UNE and this Appendix DSL to this Agreement. This loop also includes additional acceptance testing to insure the IDSL technology is compatible with the underlying Digital Loop Carrier system if present. IDSL is not compatible with all Digital Loop Carrier Systems and therefore this offering may not be available in all areas. The rates set forth in Appendix Pricing - Schedule of Prices shall apply to this IDSL Loop.

**1.2 Appendix Pricing - Schedule of Prices to the Agreement is hereby amended to replace the words "2-Wire Digital Loop ISDN/IDSL" under DSL Capable Loops with the following words: "IDSL Loop". The recurring and nonrecurring rates set forth on the Appendix Pricing - Schedule of Prices for the 2-Wire Digital Loop shall apply to the IDSL Loop.**

The revised Appendix DSL and Appendix Pricing - Schedule of Prices to the Agreement are hereby incorporated herein by this reference.

**2.0 MISCELLANEOUS**

**2.1 This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.**

**2.2 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OR THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.**

2.3 In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its rights, remedies or arguments with respect to any orders, decisions or proceedings and any remands thereof, including but not limited to its rights under the United States Supreme Court's opinion in *Verizon v. FCC*, 535 U.S. \_\_\_\_ (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC*, No. 00-101 (May 24, 2002); the FCC's Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, (FCC 99-370) (rel. November 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000) in CC Docket 96-98; or the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68 (the "ISP Inter-carrier Compensation Order") (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002). Rather, in entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings, including but not limited to its right to dispute whether any UNEs and/or UNE combinations identified in the Agreement and this Amendment must be provided under Sections 251(c)(3) and 251(d) of the Act, and under this Agreement. Notwithstanding anything to the contrary in this Agreement and in addition to fully reserving its other rights, Ameritech reserves its right to exercise its option at any time in the future to adopt on a date specified by Ameritech the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions. In the event that the FCC, a state regulatory agency or a court of competent jurisdiction, in any proceeding finds, rules and/or otherwise orders that any of the UNEs and/or UNE combinations provided for under this Agreement and this Amendment do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be immediately invalidated, modified or stayed as required to effectuate the subject order upon written request of either Party. In such event, the Parties shall have sixty (60) days from the effective date of the order to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications required to the agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the effective date of the order, any disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.

2.4 This Amendment shall be filed with and subject to approval by the Public Service Commission of Wisconsin.